

NICOLA T. HANNA
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section
RICHARD M. PARK (SBN 236173)
Assistant United States Attorney
Room 7516, Federal Building
300 North Los Angeles Street
Los Angeles, California 90012
Tel: (213) 894-3275
Fax: (213) 894-7819
Email: richard.park@usdoj.gov

Attorneys for Plaintiff
R. Alexander Acosta, Secretary of Labor
United States Department of Labor

MICHAEL R. FEINBERG ESQ. (SBN 89193)
MICHAEL E. PLANK, ESQ. (SBN 290943)
SCHWARTZ, STEINSAPIR, DOHRMANN & SOMMERS LLP
6300 Wilshire Boulevard, Suite 2000
Los Angeles, California 90048-5268
Telephone: (323) 655-4700
Facsimile: (323) 655-4488
E-mail: mrf@ssdslaw.com
mp@ssdslaw.com

Attorneys for Defendant
LOCAL 9003, COMMUNICATIONS WORKERS OF AMERICA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

R. ALEXANDER ACOSTA, Secretary
of Labor, United States
Department of Labor,

Plaintiff,

vs.

LOCAL 9003, COMMUNICATIONS
WORKERS OF AMERICA,

Defendant.

Case No. CV 18-4739 JAK (ASx)

**STIPULATION FOR COMPROMISE
SETTLEMENT**

Honorable John A. Kronstadt
United States District Judge

1 IT IS HEREBY STIPULATED AND AGREED by Plaintiff, R.
2 Alexander Acosta, Secretary of Labor, United States Department of
3 Labor ("Secretary" or "Plaintiff"), having filed his complaint,
4 and Defendant, Local 9003, Communications Workers of America
5 ("Defendant" or the "Local Union"), having appeared by counsel
6 and having answered, and in order to resolve this action without
7 the necessity of further litigation, the parties hereby stipulate
8 and agree to settlement of this dispute as follows:

9 1. Plaintiff brought this action under Title IV of the
10 Labor-Management Reporting and Disclosure Act of 1959, 29 U.S.C.
11 §§ 481-483 (the "Act" or "LMRDA"), for the purpose of setting
12 aside Defendant's October 27, 2017 election for the offices of
13 President, Executive Vice President, Secretary-Treasurer, Vice
14 President - AT&T, Vice President - Verizon, two Executive Board
15 Members - Verizon,¹ and five Executive Board Members - AT&T, and
16 directing Defendant to conduct a new election for these offices
17 under Plaintiff's supervision.

18 2. Plaintiff alleges that the notice for nominations for
19 Defendant's October 27, 2017 election was insufficient to satisfy
20 Title IV of the Act (29 U.S.C. § 481, *et seq.*) and had not been
21 remedied at the time of the institution of this action. The
22 Local Union denies the violations alleged.

23 ¹ Although Article 9 of the Local Union's Bylaws provides for one
24 Vice President from the Verizon bargaining unit and two Executive
25 Board members from the Verizon bargaining unit, that unit has
26 been largely transferred to Frontier Communications as the
27 employer of such members (there are 199 members employed by
28 Frontier and only 39 remaining at Verizon). It is the Local
Union's intent to have its Bylaws amended as soon as possible and
in any event before nominations, to provide instead for one Vice
President from the Frontier bargaining unit and two Executive
Board members from the Frontier bargaining unit. This change
will be reflected in the nominations and election process.

1 3. Plaintiff and the Local Union hereby stipulate and
2 agree to entry of an order directing Defendant to conduct, under
3 the Secretary's supervision, a new election ("Supervised
4 Election") for the offices of President, Executive Vice
5 President, Secretary-Treasurer, Vice President - AT&T, Vice
6 President - Verizon, two Executive Board Members - Verizon,² and
7 five Executive Board Members - AT&T on or before July 31, 2019.
8 The parties agree that the Supervised Election will include new
9 nominations. The parties further stipulate that:

10 a. The Supervised Election will be conducted by mail
11 ballot.

12 b. On or before April 26, 2019, Pre-Election Conference
13 invitations will be sent out to the incumbent Local Union
14 officials, the Complainants, the opposition candidates from the
15 previous election, the attorneys in this litigation, and the
16 election officials for the previous and current election;
17 provided, however, that if any Complainant, opposition candidate
18 or previous election official is no longer a member in good
19 standing at that time, no notice need be provided to such
20 individual.

21 c. On or before May 10, 2019, the Secretary and the Local
22 Union will hold a Pre-Election Conference.

23 d. On or before May 21, 2019, the Notice of Nominations
24 and Election will be mailed to all members.

25 e. Beginning thirty (30) days before ballots are to be
26 mailed to members, all *bona fide* candidates (i.e., members that
27 have informed the Union, even if informally, of their intention

28 ² See Footnote 1 above.

1 to run for Union office) will be given an opportunity to review
2 the Local Union's membership list.

3 f. On or before Wednesday, June 19, 2019, the nomination
4 meeting will take place.

5 g. Members being nominated for office must be present at
6 the June 19, 2019 nomination meeting or must provide acceptance
7 of their nomination in writing prior to the start of the
8 nomination meeting.

9 h. On or before July 9, 2019, ballots will be mailed to
10 members.

11 i. On July 31, 2019, ballots will be tallied.

12 j. The Supervised Election will have a 10-day protest
13 period. Election protests must be received by August 12, 2019.

14 k. The Supervised Election will be conducted in accordance
15 with Title IV of the Act (29 U.S.C. § 481, *et seq.*) and, insofar
16 as lawful and practicable, in accordance with the Constitution of
17 the Communications Workers of America and the Bylaws of Local
18 9003, and the decisions of the Secretary with regard thereto
19 shall be final, subject to review by the Court; and

20 4. The individuals elected to office in the Supervised
21 Election will begin their terms of office at the next regular
22 membership meeting, following the date of the Supervised
23 Election, in accordance with the Constitution of the
24 Communications Workers of America and the Bylaws of Local 9003,
25 and shall serve until the expiration of the existing terms of
26 office, *i.e.*, November 18, 2020.

27 5. As election supervisor, if the Secretary determines
28 that any of the above-stated dates must be altered due to exigent

1 circumstances, the Parties will attempt to reach agreement with
2 respect to the modification of the election schedule. In the
3 event that the Parties are unable to reach agreement following
4 notice and discussion, the Secretary will have sole discretion to
5 make such necessary modification to the election schedule,
6 provided that the tally of ballots shall not be changed to a date
7 earlier than July 31, 2019.

8 6. This stipulation is in settlement of the instant
9 litigation and is not intended and should not be construed as an
10 admission by the Local Union that the Local Union or any of its
11 officers or employees or agents violated Title IV of the LMRDA.

12 7. All decisions as to the interpretation or application
13 of Title IV of the LMRDA and the Local Union's constitution and
14 bylaws are to be determined by the Secretary with respect to this
15 Supervised Election, and his decision shall be final, subject to
16 challenge in the Court.

17 8. The Court shall retain jurisdiction of this action, and
18 after completion of the Supervised Election, the Secretary shall
19 certify to the Court the name of the persons so elected, and
20 certify that such election was conducted in accordance with Title
21 IV of the Act, and insofar as lawful and practicable, in
22 accordance with the Constitution of the Communications Workers of
23 America and the Bylaws of Local 9003.

24 9. Upon approval of such certification, the Court shall
25 enter an order declaring that such persons have been elected as
26 shown by such certification and dismissing this action in its
27 entirety.

28 10. Each party hereby agrees to bear its own fees and other

1 expenses incurred (or to be incurred) by such party in connection
2 with this action, the Supervised Election, and any other related
3 proceeding.

4 11. This written agreement contains all of the agreements
5 between the parties hereto, and is intended to be and is the
6 final and sole agreement between the parties. The parties agree
7 that any other prior or contemporaneous representations or
8 understandings not explicitly contained in this written
9 agreement, whether written or oral, are of no further legal or
10 equitable force or effect. Any subsequent modifications to this
11 agreement must be in writing, and must be signed and executed by
12 the parties.

13 ///

14 ///

15 ///

16

17

18

19

20

21

22

23

24

25

26

27

28

12. The undersigned represent that each has reviewed and understands this agreement, and that each is fully authorized to enter into the terms and conditions of this agreement and that each agrees to be bound thereby.

DATED: February 6, 2019

NICOLA T. HANNA
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section

/s/ Richard Park

RICHARD M. PARK
Assistant United States Attorney

Attorneys for Plaintiff
R. Alexander Acosta, Secretary of
Labor, United States Department of
Labor

DATED: February 6_, 2019

SCHWARTZ, STEINSAPIR, DOHRMANN &
SOMMERS LLP

/s/ Michael R. Feinberg

MICHAEL R. FEINBERG
Attorneys for Defendant
Local 9003, Communications Workers
of America

ATTESTATION UNDER LOCAL RULE 5-4.3.4

I, Richard Park, am the ECF User whose ID and password are being used to file this Stipulation. In compliance with Local Rules 5-4.3.4(a)(2), I hereby attest that Michael R. Feinberg has concurred in this filing.

DATED: February 6, 2019

/s/ Richard Park

RICHARD M. PARK
Assistant United States Attorney